

AG Contract No: KR04-0306TRN
ADOT ECS File No.: JPA 03-073
Project: US 93 Interim Wickenburg Bypass
TRACS No.: 093 MA 198 H5825 01C
Budget Source Item: 13606

INTERGOVERNMENTAL AGREEMENT

BETWEEN
THE STATE OF ARIZONA
AND
THE TOWN OF WICKENBURG, ARIZONA

THIS AGREEMENT is entered into this date April 30, 2006, pursuant to Arizona Revised Statutes, Sections 11-951 through 11-954, as amended, between the STATE OF ARIZONA, acting by and through its DEPARTMENT OF TRANSPORTATION (the "State") and the TOWN OF WICKENBURG, acting by and through its MAYOR and TOWN COUNCIL (the "Town").

I. RECITALS

1. The State is empowered by Arizona Revised Statutes Section 28-401 to enter into this Agreement and has delegated to the undersigned the authority to execute this Agreement on behalf of the State.

2. The Town is empowered by Arizona Revised Statutes Section 9-240 to enter into this Agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this Agreement and has authorized the undersigned to execute this Agreement on behalf of the Town.

3. The State has an improvement project to design and construct certain elements on US 93 and relocate portions of US 60 (the "Project" – see Exhibit A) to include the following:

- a) Construct an Interim Wickenburg By-Pass;
- b) Reconstruct portions of US 93 (Tegner Street), between milepost ("MP") 197.9 - MP 198.2, within the Town's limits from a two-lane street to a five-lane urban configuration including sidewalks, landscaping and street lighting similar to west Wickenburg Way (US 60); see Exhibit "D".
- c) Rehabilitate existing four-and-five lane sections of Tegner Street, between MP 198.2 and MP 199.7 of Tegner Street, with appropriate landscape and street lighting similar to west Wickenburg Way (US 60); see Exhibit "D".
- d) Construct distinctive lighting on the new Hassayampa River Bridge;

NO. 20089
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Date Filed: 4-30-07

James K. Shivers
Secretary of State

By: Deborah M. Skeie

e) Construct an interpretive site at one abutment of the existing Hassayampa River Bridge and provide new landscaped areas at each abutment to include landscaping, and associated irrigation, as referenced in the Plans; see Exhibit "E".

f) Construct an access roadway for East side properties near the northern terminus of US 93 from milepost MP 197.6 to MP 197.9; see Exhibit "F".

g) Construct a sidewalk *only* on the West side of Sol's Wash Bridge for future pedestrian use and construct a pedestrian underpass beneath the east abutments of the Hassayampa River bridges connecting the north and south side of the roadway (US 60).

h) At the Town's request, the State has agreed to additional flood control improvements. Improvements to the Project include raising the proposed US 93 profile, constructing a taller and wider roadway embankment, constructing additional soil cement embankment for erosion control and installing flap gates. The Conditional Letter of Map Revision (CLOMR) request for FEMA and the COE 404 Permit request were modified/developed to correspond to these improvements as well.

i) At the Town's Request, construct enhancements to the north roundabout. Enhancements will include landscaping, irrigation and a pair of sign posts.

j) The Project will be considered complete when all elements listed above are completed.

k) Construct a berm, blocking the swale between the proposed US 93 alignment and the WQARF site embankment, approx. Sta. 156+50

4. The State shall abandon ownership, to the Town, of the following four project elements all with the approval of the State's Transportation Board and upon completion of the project:

a) Tegner Street from the new roundabout intersection with US 93 (MP 197.9) to the intersection with US 60 (MP199.70);

b) The access roadway from MP 197.6 to MP 197.9 on the East side of US 93; see Exhibit "F".

c) The existing 1962 Hassayampa River Bridge, bridge approaches and adjacent park areas as described in I.3.e;

d) Properties at the Sol's Wash and adjacent to the west side of the roadway embankment. Between the south end of the new Sol's Wash bridge (Sta. 114+25) and Sta. 133+00. From 10' west of the western toe of the roadway embankment to the proposed R/W line west of the proposed roadway; see Exhibit "G". The Town shall maintain these properties for drainage purposes. If, at any time, it is determined by the Town that these properties are no longer needed for drainage purposes, then ownership of said properties will immediately revert back to the State.

Furthermore, the parties hereto agree the Town shall accept ownership jurisdiction and maintenance responsibilities for the following six project elements:

e) Tegner Street from the new roundabout intersection with US 93 (MP 197.9) to the intersection with US 60 (MP 199.7);

f) The access roadway from MP 197.6 to 197.9 on the East side of US 93; see Exhibit "F".

g) The existing 1962 Hassayampa River Bridge, bridge approaches and adjacent park areas as described in I.3.e.;

h.) Properties at the Sol's Wash and adjacent to the west side of the roadway embankment. Between the south end of the new Sol's Wash bridge (Sta. 114+25) and Sta. 133+00. From 10' west of the western toe of the roadway embankment to the proposed R/W line west of the proposed roadway as shown in Exhibit "G". The Town shall maintain these properties for drainage purposes. If, at any time, it is determined by the Town that these properties are no longer needed for drainage purposes, then ownership of said properties will immediately revert back to the State.

i) The inlet grate and flap gate outlet draining the area south and east of the Community Center into the Hassayampa River. These services include operation and maintenance of flap gate and access barrier, as well as, replacement of these features if and when necessary to maintain desired flood protection from the Hassayampa River.

j) The flap gate outlets on US 93 culverts at Sta. 165+35 and Sta. 156+00. These services include operation and maintenance of flap gate including replacement if and when necessary to maintain desired flood protection from the Hassayampa River.

The Town agrees to accept:

k) The minor maintenance responsibilities of sidewalks and the pedestrian underpass (minor maintenance meaning keep the sidewalk in functional condition for the users - work would include removing dust and debris from the sidewalk surface, removing tree and other plant matter encroaching on the sidewalk users space and repair/replacement of cracked sidewalks) and for full maintenance responsibilities on all features such as landscaping, street lighting, bridge lighting and other lighting, irrigation, the interpretive site, and the new park areas installed by the State and/or its contractor for this Project. Dead or damaged plants may be replaced in-kind. Any changes to the types and sizes of landscaping will be coordinated with ADOT's Prescott District to ensure clear zone and site distance criteria are met for traffic.

5. It is understood and agreed to by the parties hereto that there are preexisting flood conditions in the vicinity of Sol's Wash confluence with the Hassayampa River as depicted in Exhibit B. The Town and the State agree to modify the construction plans of the Project in order to elevate a portion of the Interim Wickenburg By-Pass profile to a 100-year flood protection standard from flows in the Hassayampa River. These improvements will not in themselves provide the desired flood protection until complementary improvements are completed. The Town, in conjunction with the Flood Control District of Maricopa County ("FCDMC"), has an on-going study to identify, evaluate, design and construct needed improvements along Sol's Wash which complement the flood control improvements on the State's project. The anticipated start of the construction phase for the Town of Wickenburg and FCDMC's Sol's Wash Project is January 2007. Without the Sol's Wash flood control improvements the State's project would necessitate construction of 9 double barrel concrete box culverts and the purchase of additional properties and/or easements. The State has agreed to submit \$1,200,000 to Wickenburg in lieu of constructing the culverts and acquiring associated properties/easements. These monies will be utilized by Wickenburg to facilitate and accelerate their construction of the Sol's Wash Improvements so that their drainage improvements are completed ahead of the completion in conjunction with the State's project.

6. Upon completion of the Project, the Town will be responsible for the maintenance of certain elements identified in Article II.2. below.

THEREFORE, in consideration of the mutual Agreements expressed herein, it is agreed as follows:

II. SCOPE OF WORK

1. The State shall:

a. Be responsible for the design and construction of the Project.

b. Provide design plans, specifications, estimates and other such documents and services required for construction bidding and construction of the Project.

c. Designate material source being made available by the Town, to the State's contractor as shown in attached Exhibit C. The State's contractor will be responsible for any additional geotechnical testing to determine suitability of any potential material source. It is agreed to by both parties hereto the excavation and restoration of this material source shall be in conformance with applicable Local, State and Federal regulations as provided in the Project specifications.

d. Provide initial environmental clearance of the material source being made available by the Town as mentioned in Article II.1.c. herein. Assumptions were made providing reasonable access to and from the material site and Project. If the contractor chooses to depart from this plan, the contractor will be responsible for additional clearances, permits, mitigation, etc.

e. Construct a sidewalk *only* on the West side of Sol's Wash Bridge for future pedestrian use and construct a pedestrian underpass beneath the east abutments of the Hassayampa River bridges, connecting the north and south side of the roadway (US 60).

f. Reconstruct two-lane segment from MP 197.9 to MP 198.2 of Tegner Street to a five-lane urban configuration with sidewalks, rehabilitate existing four-and-five lane sections from MP 198.2 to MP 199.7 of Tegner Street with appropriate landscape and street lighting similar to West Wickenburg Way (US 60) as shown in Exhibit D attached hereto and made a part hereof.

g. Upon completion of the Project and upon approval by resolution of the State Transportation Board, abandon ownership jurisdiction and maintenance responsibilities of Tegner Street from intersection with US 93 (MP 197.9) to US 60 (MP 199.7) to the Town.

h. Upon completion of the Project and upon approval by resolution of the State Transportation Board, abandon ownership jurisdiction and maintenance responsibilities of the existing 1962 Hassayampa River Bridge, bridge approaches, and interpretive site, including adjacent park areas, to the Town.

i. Construct access roadway from MP 197.6 to MP 197.9 for the purpose of consolidating accesses from properties on the East side of US 93 as shown in Exhibit F attached hereto and made a part hereof.

j. Upon completion of the Project and upon approval by resolution of the State Transportation Board, abandon ownership jurisdiction and maintenance responsibilities of the access roadway from MP 197.6 to MP 197.9 to the Town. See Exhibit "F".

k. Construct distinctive lighting on the proposed Hassayampa River Bridge.

l. Construct interpretive site at one abutment of the existing Hassayampa River Bridge and provide new park areas at each abutment to include landscaping and irrigation as defined in Exhibit E.

m. Be responsible for any contractor claims for additional compensation caused by project delays or whatsoever reason attributable to the State.

n. Upon completion and acceptance of the Project by the Town, require the Town to apply and receive approval for an encroachment permit through the Prescott District Office for Town personnel to perform all planned maintenance work for the Project as described in Section II.2 below.

o. Construct enhancements to the north roundabout, including landscape, irrigation and a pair of sign posts.

p. Upon completion of the Project and upon approval by resolutions of the State Transportation Board, abandon ownership jurisdiction and maintenance responsibilities of properties immediately north of Sol's Wash and adjacent to the west side of the roadway embankment. Between the south end of the new Sol's Wash bridge (Sta. 114+25) and Sta. 133+00. From 10' west of the western toe of the roadway embankment to the proposed R/W line west of the proposed roadway as shown in Exhibit G. The Town shall maintain these properties for drainage purposes. If, at any time, it is determined by the Town that these properties are no longer needed for drainage purposes, then ownership of said properties will immediately revert back to the State.

q. Remit to the Town \$1,200,000.00 for the design and construction of the Sol's Wash flood control improvements in lieu of constructing nine (9) double barrel concrete box culverts through the US 93 embankment and acquiring associated properties/easements. These monies will be utilized by Wickenburg to facilitate and accelerate their construction of the Sol's Wash Improvements so that their drainage improvements are completed in conjunction with the State's project.

r. Delete the design and construction of concrete box culverts from Sta. 117+00 to Sta. 135+00, passing through the embankment.

s. The State shall construct a berm between the proposed US 93 alignment and the WQARF site embankment, approx. Sta. 156+50. The berm will prevent offsite flows, from north of the WQARF site, from flowing into drainage areas south of the WQARF site.

2. The Town shall:

a. Review the design documents and provide comments as appropriate.

b. Make available to the State's contractor the material site, at no cost to the State and/or the State's contractor, located as illustrated in Exhibit C as a source to construct the Project and to satisfy the requirements of this Agreement. The material source site, referred to herein, will remain open and available to the State's contractor for the duration of the Project. The excavation and restoration of the material source shall be in conformance with applicable Local, State and Federal regulations as provided in the Project specifications and in compliance with the FCDMC guidelines for material source restoration.

c. Grant an easement to the State and/or State's contractor allowing them to access, test, and mine the material from the Town-owned material source, referred to herein and as illustrated in Exhibit C, at no cost to the State and/or State's contractor. The Town intends that the use of the material source will represent the Town's agreed upon contribution to the Project and the cost for the environmental clearance of the material source. The estimated value of the material source is \$1,100,000.00. This value was derived by calculating the difference in cost of hauling the material across the wash with oversize equipment verses hauling it to the project with legal sized trucks on the local streets and highway. The difference was approximately \$3.00 per cubic yard and the project is expected to need approximately 370,000 cubic yards of embankment.

d. Upon completion of the Project and upon approval by resolution of the State Transportation Board be responsible for the minor maintenance of sidewalks and the pedestrian underpass (minor maintenance meaning keep the sidewalk in functional condition for the users - work would include removing dust and debris from the sidewalk surface, removing tree and other plant matter encroaching on the sidewalk users space and repair/replacement of cracked sidewalks) and for full maintenance responsibilities on all features such as landscaping, street lighting, bridge lighting and other lighting, irrigation, the interpretive site, and the new park areas installed/constructed by the State and/or its contractor on the Project. The Town shall obtain an encroachment permit through the Prescott District

Office for Town personnel to access the items listed in this section to perform said maintenance within State's rights-of-way.

e. Upon completion of the project and approval by resolution of the State Transportation Board accept ownership jurisdiction and maintenance responsibilities of Tegner Street from the Intersection with US 93 (MP 197.9) to US 60 (MP 199.7).

f. Upon completion of the project and approval by resolution of the State Transportation Board accept ownership jurisdiction and maintenance responsibilities of the existing 1962 Hassayampa River Bridge including the approaches, interpretive site and adjacent park areas as described in I.3.e.

g. Upon completion of the project and approval by resolution of the State Transportation Board accept ownership jurisdiction and maintenance responsibilities for properties immediately north of Sol's Wash and adjacent to the west side of the roadway embankment. Between the south end of the new Sol's Wash bridge (Sta. 114+25) and Sta. 133+00. From 10' left of the western toe of the roadway embankment to the proposed R/W line west of the proposed roadway. See Exhibit "G". The Town shall maintain these properties for drainage purposes. If, at any time, it is determined by the Town that these properties are no longer needed for drainage purposes, then ownership of said properties will immediately revert back to the State.

h. Upon completion of the Project accept full flood control responsibilities, including operations and maintenance for the inlet and flap gate outlet draining the area south and east of the Community Center into the Hassayampa River. These services include operation and maintenance of flap gate and access barrier, as well as, replacement of these features if and when necessary to maintain desired flood protection from the Hassayampa River. The Town shall obtain an encroachment permit through the Prescott District Office for Town personnel to access the items listed in this section to perform said maintenance within State's rights-of-way.

i. Upon completion of the Project accept full flood control responsibilities including operations and maintenance for the flap gate outlets on US 93 culverts at Sta. 165+35 and Sta. 156+00. These services, include operation and maintenance of flap gate, as well as, replacement of these features if and when necessary to maintain desired flood protection from the Hassayampa River. The Town shall obtain an encroachment permit through the Prescott District Office for Town personnel to access the items listed in this section to perform said maintenance within State's rights-of-way.

j. Upon completion of the project and approval by resolution of the State Transportation Board accept ownership jurisdiction and maintenance responsibilities of the access roadway from MP 197.6 to MP 197.9 for the purpose of consolidating accesses of the properties on the East side of US 93 as shown in Exhibit F attached hereto and made a part hereof.

k. By execution of this Agreement, waive the four-year advance notice requirements of Arizona Revised Statute 28-7209.

l. Be responsible for any contractor claims for additional compensation caused by project delays or whatsoever reason attributable to the Town.

m. Upon completion of the Project, be responsible to provide electric power to operate the bridge lighting, other lighting, and electrical charges for lighting installed by the State and/or its contractor on the State's Project.

n. Be responsible to provide their Public Works site that is located at 500 Coney Orosco Drive, Wickenburg, approximately one (1) mile from the Project site, as a suitable site to the State, for the purpose of stockpiling unused pavement millings for use by the Town and that is conveniently located to the Project site.

o. Accept \$1,200,000.00 from the State, to be used for the design and construction of the Sol's Wash flood control improvements. These monies will be utilized by Wickenburg to facilitate and accelerate their construction of the Sol's Wash Improvements so that their drainage improvements are completed in conjunction with the State's project. These monies are being transferred in lieu of constructing several concrete box culverts from Sta. 117+00 to Sta. 135+00, passing through the embankment.

p. Upon completion of the Project accept full flood control responsibilities including operations and maintenance for the berm between the proposed US 93 alignment and the WQARF site embankment, approx. Sta. 156+50. The berm will prevent offsite flows, from north of the WQARF site, from flowing into drainage areas south of the WQARF site. The berm shall be added to the Town's flood control maintenance plan in order to ensure integrity of this flood control feature.

III. MISCELLANEOUS PROVISIONS

1. The terms, conditions and provisions of this Agreement shall remain in force and effect until completion of the Project, and abandonment (in phases as outlined herein); provided, however, that this Agreement, except any provisions herein for maintenance, which shall be perpetual, may be canceled at any time prior to the commencement of performance under this Agreement, upon thirty (30) days written notice to the other party.

2. This Agreement shall become effective upon filing with the Secretary of State.

3. This Agreement may be cancelled in accordance with Arizona Revised Statutes Section 38-511.

4. The provisions of Arizona Revised Statutes Section 35-214 is applicable to this contract.

5. The State assumes no financial obligation or liability for any and all flooding that may occur in the neighborhoods. The Town hereby agrees to save and hold harmless and indemnify from loss the State, any of its departments, agencies, officers or employees from any and all costs and/or damage incurred by any of the above, including preexisting conditions, and from any other damage to any person or property whatsoever, which is caused by any activity, condition, misrepresentations, directives, instruction or event arising out of the performance or nonperformance of any provisions to this Agreement by the State, any of its departments, agencies, officers and employees, the Town and any of its agents, officers and employees, or any of its independent contractors. Costs incurred by the State and/or any of its departments, agencies, officers, or employees shall include in the event of any action court costs, expenses of litigation and attorneys' fees.

6. This Agreement is subject to all applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and all applicable federal regulations under the Act, including 28 CFR Parts 35 and 36. The parties to this Agreement shall comply with Executive Order Number 99-4 issued by the Governor of the State of Arizona and incorporated herein by reference regarding "Non-Discrimination".

7. Non-Availability of Funds: Every payment obligation of the State under this contract is conditioned upon the availability of funds appropriated or allocated for the payment of such obligation. If funds are not allocated and available for the continuance of this contract, this contract may be terminated by the State at the end of the period for which the funds are available. No liability shall accrue to the State in the event this provision is exercised, and the State shall not be obligated or liable for any future payments or for any damages as a result of termination under this paragraph.

8. In the event of any controversy, which may arise out of this Agreement, the parties hereto agree to abide by required arbitration as is set forth for public works contracts in Arizona Revised Statutes Section 12-1518.

9. All notices or demands upon any party to this Agreement shall be in writing and shall be delivered in person or sent by mail addressed as follows:

Arizona Department of Transportation
Joint Project Administration
205 S. 17th Avenue - MD 616E
Phoenix, AZ 85007
FAX: (602) 712-7424

Town of Wickenburg, Arizona
R. R. Badowski, Mayor
155 N. Tegner, Suite A
Wickenburg, AZ 85390
FAX: (602) 506-1580

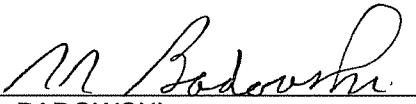
10. Pursuant to Arizona Revised Statutes Section 11-952.D., attached hereto and incorporated herein, is the written determination of each party's legal counsel that the parties are authorized under the laws of this State to enter into this Agreement and that the Agreement is in proper form.

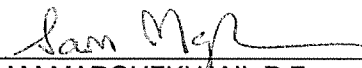
IN WITNESS WHEREOF, the parties have executed this Agreement the day and year first above written.

TOWN OF WICKENBURG

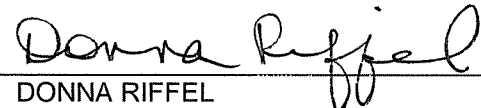
STATE OF ARIZONA

Department of Transportation

By 
R. R. BADOWSKI
Mayor

By 
SAM MAROUFKHANI, P.E.
Deputy State Engineer

ATTEST

By 
DONNA RIFFEL
Town Clerk

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RESOLUTION NO. 1548
(IPA 03-078/CONTRACT KRO-0306TRN)

A RESOLUTION OF THE MAYOR AND COMMON COUNCIL OF THE TOWN OF WICKENBURG, COUNTY OF MARICOPA, STATE OF ARIZONA, NOTIFYING THE ARIZONA DEPARTMENT OF TRANSPORTATION (ADOT) THAT THE REVISED MARCH 21, 2007 ADOT INTERGOVERNMENTAL AGREEMENT (IGA) FOR THE US 93 INTERIM BYPASS IS ACCEPTABLE AND UPON RECEIPT OF A FINAL IGA AGREEMENT APPROVED BY THE ATTORNEY GENERAL OF THE STATE OF ARIZONA THE TOWN WILL ENTER INTO AN INTERGOVERNMENTAL AGREEMENT WITH THE STATE OF ARIZONA, DEPARTMENT OF TRANSPORTATION RELATIVE TO CONSTRUCTION OF AN INTERIM WICKENBURG BY-PASS INCLUDING AN IMPROVEMENT PROJECT TO DESIGN AND CONSTRUCT CERTAIN ELEMENTS ON US 93 (TEGNER STREET) AND RELOCATE PORTIONS OF US 60 (WICKENBURG WAY)

WHEREAS, the Town of Wickenburg desires to have an Interim Bypass constructed; and,
WHEREAS, the Town desires certain improvements on US 93 (Tegner Street) and US 60 (Wickenburg Way);

and,

WHEREAS, the State of Arizona, by and through its Department of Transportation, has agreed with the need for such an Interim Bypass and has, therefore, resolved to enter into an Intergovernmental Agreement with the Town of Wickenburg to cause such design construction with the Town of Wickenburg; and,

WHEREAS, the Intergovernmental Agreement to which this Resolution is attached, marked "REVISED March 21, 2007" sets forth the terms, provisions, and conditions along with the rights and obligations of the respective parties.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COMMON COUNCIL OF THE TOWN OF WICKENBURG, ARIZONA, as follows:

1. The Intergovernmental Agreement attached hereto, marked "REVISED and dated MARCH 21, 2007" and to which this Resolution will be denoted as Exhibit "A" thereto, be and is hereby acceptable, and that upon final receipt of a Final Intergovernmental Agreement approved by the Attorney General of the State of Arizona it will be hereby passed, approved and approved and adopted.
2. The Common Council of the Town of Wickenburg authorizes the Mayor to enter into and execute this and all future Intergovernmental Agreements.
3. The Town of Wickenburg agrees, and does by these presences, agree to be bound by all terms, provisions, and conditions of the "REVISED March 21, 2007 copy" Intergovernmental Agreement and to accept any obligations imposed upon it and accept the benefits gained therefrom.

PASSED, APPROVED AND ADOPTED by the Mayor and Common Council of the Town of Wickenburg, Arizona this 2nd day of April 2007.

R.R. Badowski
R.R. BADOWSKI, MAYOR

Date Signed: 4/2/07

ATTEST:

Donna Riffel
Donna Riffel, Town Clerk

Date Signed: 4/2/07

APPROVED AS TO FORM:


Susan D. Goodwin
Susan D. Goodwin, Town Attorney
Curtis, Goodwin, Sullivan, Udall & Schwab, P.L.C.

Number of Councilmembers Present: 6
Number of Votes For: 6
Number of Votes Against: 0
Number of Abstentions: 0

CERTIFICATION

I HEREBY CERTIFY that the foregoing Resolution Number 1548 was duly passed and adopted by the Mayor and Common Council of the Town of Wickenburg, Arizona, at a regular meeting held on the 2nd day of April 2007 and that a quorum was present at the meeting.

Donna Riffel
Donna Riffel, Town Clerk

TERRY GODDARD Attorney General	 OFFICE OF THE ATTORNEY GENERAL STATE OF ARIZONA	CIVIL DIVISION TRANSPORTATION SECTION Direct Line: 602.542.8837
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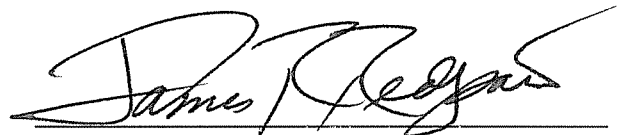
INTERGOVERNMENTAL AGREEMENT
DETERMINATION

A.G. Contract No. KR04-0306-TRN, an agreement between public agencies, has been reviewed pursuant to A.R.S. § 11-952, as amended, by the undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona.

No opinion is expressed as to the authority of the remaining parties, other than the State or its agencies, to enter into said agreement.

Date: 26 April 2007

Terry Goddard
ATTORNEY GENERAL



James R. Redpath
Assistant Attorney General
Transportation Section

JRR:djd:998729